



# GTC – General Terms and Conditions

of BVS – Brandverhütungsstelle für Oö. reg.Gen.m.b.H.

## 1. Validity

These General Terms and Conditions apply to all offers prepared and deliveries and services provided by our company. They also represent a framework agreement for all further legal transactions which we conclude with our customers and become part of the contract. We do not recognise any conflicting or deviating terms and conditions of the customer unless they are expressly confirmed or approved by us in writing. Deviations from these T&Cs that have been expressly negotiated in individual contracts and confirmed in writing shall take precedence, while the remaining provisions of these T&Cs shall remain valid. These GTC may be extended by supplementary GTC for specific orders.

## 2. Conclusion of contract

The contract is concluded either by the customer's acceptance of our written offer, by the mutual signing of a written contract, by our written acceptance of the customer's offer or by our written acceptance of the order form completed in full by the customer and signed by the company, if the customer has submitted all the enclosures required therein. Any amendment or addition to the contract - including a deviation from these terms and conditions - requires our written confirmation to be legally binding, which can also be sent by email. Our customers are responsible for the actions, in particular the signing of offers and contracts by persons acting on their behalf, regardless of whether they are authorised to do so or not.

## 3. Recording of findings, customer's duty to co-operate

The customer shall provide us with the documents required for the fulfilment of the contract in the required form in a timely manner and free of charge and provide us with all requested information. If on-site inspections and examinations are necessary for the provision of our services, our customer shall be obliged to participate in the survey or examination at its own expense and risk and, if necessary, to provide access to the relevant objects or the component to be examined in such a way that the contract can be fulfilled without hindrance. Furthermore, the customer is obliged to inform us in good time about the safety training and protective equipment required on site. In particular, the customer shall take all necessary precautions to protect third-party rights. In the course of the work on site, it will generally be necessary to take digital photographs of objects for order-related documentation purposes. The customer must give his consent to this or, if necessary, obtain it from third parties.

## 4. Official authorisations, third-party consents

If our services are required for official authorisations, we are not liable for the fact that the authorisations are actually granted. The price agreed for the provision of our services must therefore be paid even if a permit or authorisation is not granted.

The customer must obtain any official authorisations or third-party consents required for the fulfilment of the contract at his own expense and provide us with evidence of these. The customer must fulfil any information obligations independently.

## 5. Resignation

Cancellation of the contract is only permissible for good cause.

In particular, we are entitled to withdraw from the contract:

- a) if the performance of the agreed activities or their continuation becomes impossible or would be significantly delayed for reasons for which we are not responsible or is not economically justifiable;



- b) if circumstances concerning the customer's inability to pay or its poor financial situation become known and the customer does not make an advance payment at our request;
- c) if the customer violates our contractual interests in breach of duty;
- d) if the customer does not fulfil his obligations to cooperate despite being granted a grace period;
- e) if the customer is in arrears with the agreed payment of a partial service provided by us despite the setting of a grace period;
- f) if the customer directly or indirectly offers, promises or grants a pecuniary advantage to one of our employees in connection with the fulfilment of the contract or makes himself liable to prosecution in any form whatsoever in connection with the fulfilment of the contract.

If we are authorised to withdraw from the contract, we shall retain the claim to the entire agreed remuneration.

The same applies if the customer withdraws from the contract without justification.

If we are in default with a service, the customer shall only be entitled to withdraw from the contract after setting a reasonable grace period; the grace period must be set by registered letter.

In the event of a justified cancellation of the contract on the part of the customer, we shall be reimbursed for all costs incurred in connection with the preparatory or implementation work for the performance of the order and shall be compensated for the services already rendered.

## 6. Prices, remuneration for additional services

Our prices are based on our relevant guidelines in compliance with the statutory weekly working hours. Contract work can only be carried out during normal working hours. If work is required outside these normal working hours, a separate agreement must be made. The resulting additional expenditure shall be invoiced to the customer. If additional services that are not covered by the contract are ordered by the customer or the customer's representative in the course of fulfilment of the contract, we shall provide these as far as possible. The customer shall be entitled to reasonable remuneration for these services.

## 7. Dates and performance deadlines

The customer is obliged to comply with the contractually agreed deadlines for co-operation in a binding manner. This also applies to the deadlines specified by us in the confirmation of the order, unless the customer has objected in writing immediately after becoming aware of the deadline set by us. If fixed deadlines cannot be met for reasons for which the customer is responsible, the customer must inform us immediately. Postponements caused by the customer shall only become binding upon our written confirmation. Additional costs resulting from the above postponements, changes or failure to provide documents shall be invoiced by us.

We endeavour to meet our agreed deadlines and performance periods punctually. However, due to unforeseeable workloads or due to illness or unscheduled appointments with authorities, deadlines may be postponed at short notice, of which we shall inform the customer immediately. Compensation for any delay or consequential damage of any kind incurred by the customer as a result is excluded and such postponements do not entitle the customer to withdraw from the contract.

If the start of the performance of the service or the performance itself is delayed and the delay was not caused by circumstances for which we are responsible, the bindingly agreed dates and deadlines, including the "guaranteed" or "fixed" promised dates, shall also be postponed accordingly. In the event of subsequent changes to the scope of services or the lack of or delayed provision of required documents, our obligation to meet deadlines shall lapse. In this case, we shall invoice the customer for the additional costs incurred as a result of the delay.

If the customer does not remedy the circumstances that caused the delay within a reasonable period of time set by us, we shall be entitled to dispose of the materials, equipment or other services already provided by us for the performance of the service elsewhere. In the event that the performance of the service is continued, all deadlines and dates shall be extended by the period of time required to procure the equipment and materials used elsewhere.



## 8. Warranty and compensation

We guarantee that our services comply with the respective contractually agreed standards and guidelines. **The warranty period is 6 months from handover of the agreed service to the customer.** We can only comply with the customer's technical instructions - on the basis of our expert status - to the extent that we can be technically responsible for them. Our services must be inspected immediately after handover of the agreed service. Any defects in a complete or partial service must be reported by the customer in writing without delay, stating the exact description of the defect, but no later than 30 days after the delivery of this complete or partial service, otherwise claims under warranty, compensation and error shall be forfeited. The burden of proof that the defect already existed at the time of handover/acceptance shall be borne by the customer.

We shall only be liable for direct damage if the customer proves gross negligence or intent on our part or on the part of our vicarious agents. In the event of slight negligence, we shall only be liable for personal injury. Liability for indirect damages and all consequential damages (in particular loss of profit or other consequential damages) is excluded. **Our liability for damages shall expire at the latest 6 months after we become aware of the damage and the damaging party.** The amount of our liability - including for services that we do not provide in the accredited area - is limited to the minimum liability insurance sum required in the current version of the Accreditation Insurance Ordinance (AkkVV).

The customer shall be liable for all damages arising from a breach of his obligations and shall indemnify and hold us harmless against any third-party claims of any kind whatsoever.

## 9. Prohibition of set-off, retention of payments

The customer is not authorised to offset our claims against his own claims of any kind whatsoever.

In the event of justified notices of defects, the customer is not entitled to retain the entire but only a reasonable part of the gross invoice amount, except in cases of reversal.

## 10. Intellectual property and special rights, duty of confidentiality

Plans, sketches, cost estimates and other documents provided by us or created by our contribution shall remain our intellectual property. The same applies to the rights of use to which we are entitled for IT programmes or computer models used. The use of these documents, programmes and computer models outside the intended use, in particular the passing on, duplication, publication and making available, including copying only in extracts, requires our express consent.

In the absence of agreements to the contrary, we shall be free to publish expert opinions from the provision of services in whole or in part and to utilise the findings thereof at our discretion without reimbursement of costs. Furthermore, we are authorised to cite orders placed as references.

The customer is obliged to maintain confidentiality vis-à-vis third parties with regard to the knowledge gained from the business relationship. The making of audio and video recordings by the customer during the provision of our services is not permitted without our express authorisation.

## 11. Severability clause

Should individual provisions of this contract prove to be invalid or unenforceable in whole or in part or become invalid or unenforceable as a result of changes in legislation after conclusion of the contract, the remaining contractual provisions and the validity of the contract as a whole shall remain unaffected. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision that comes as close as possible to the meaning and purpose of the invalid or unenforceable provision.

## 12. Choice of law, place of fulfilment, place of jurisdiction

All contracts are subject exclusively to Austrian law to the exclusion of the UN Convention on Contracts for the International Sale of Goods. The registered office of our company in 4020 Linz is agreed as the place of fulfilment and payment. For any disputes with business customers, the jurisdiction of the competent court in Linz is agreed as the place of jurisdiction.

## 13. Data protection

The company's privacy policy is available at <https://www.bvs-ooe.at/en/privacy-policy/>.